

EXHIBIT D

LOAN APPLICATION FORMS

INSTRUCTION SHEET FOR LOAN PACKAGE

Please provide all of the requested information

The purpose of the RLF program is to loan money to certain types of businesses (new or existing) which are located or will locate within the jurisdiction of _____ and will result in the creation or continuance of jobs for the community.

The criteria for a loan are basic and simple:

1. The business must be located within the jurisdiction's boundaries.
2. The business must create or retain jobs for residents of the community. At a minimum, 51% of new jobs should be filled by persons from the Targeted Income Group (TIG).
3. The business must have a reasonable chance of success.
4. Personal equity will be required.
5. Collateral will be required, as well as personal guarantee of the loan.
6. If applicable, you will be required to pay any legal fees and title insurance premiums associated with the financing.
7. The information you provide must be truthful and accurate to the best of your knowledge. Failure to provide same constitutes fraud and will result in immediate termination of the loan process.

The process for applying for a loan is also simple. The application and required information should be completed and two copies returned with original signatures.

Once an application is received, it will be reviewed by the RLF staff and a conference established with the principal(s) to review the package and determine what steps should occur next. After staff has completed its review, it will be prepared for presentation to the Loan Advisory Board (LAB).

The Loan Advisory Board will review the loan to determine if it meets the required criteria and one of four decisions will be reached.

1. Referred to _____ with recommendations for approval;
2. Deferred to the next Loan Advisory Board meeting for consideration;

3. Sent back to applicant with requirements for further consideration;
4. Application declined.

If the project application is referred to the _____, the approval or rejection rests with the _____. This determination is final.

Acknowledgment

My signature below indicates I have thoroughly read this Instruction Sheet and understand what information is required for applying for a loan. I understand that additional relevant information may be required during the loan application process and I agree to provide the information requested. I understand that the application for a loan does not constitute approval of my request nor does it imply that the Loan Advisory Board nor the _____ will look favorably on my request and that no individual staff member of the RLF, or Loan Advisory Board member has the authority to make any commitment of loan funds. I understand that notification as to approval or disapproval of my loan request will be made by the _____ in writing. I will not incur any expenses prior to the execution of the Promissory Note, Security Agreement, and other legal documents required for loan closing should my application be approve. I further understand that the decision by the _____ is final and that no other agency or individual can override this decision.

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

You must sign and return a copy of this Information Sheet with your completed loan application package.

MAP

RLF LOAN APPLICATION

I. GENERAL INFORMATION

Name of Business:

Current Address:

Proposed Address:

Telephone: (_____) IRS ID NO.

Date Business Established:

Bank of Business Account:

Loan Officer _____ Account NO.

Loan to Be in Name of:

How long have you been in business in the area?

If less than two years, where was your business before that time?

Type of Organization: __ C Corp. __ Sub-S Corp.
 __ Partnership __ Sole Proprietor

Is this a franchise: __ Yes __ No

Is this a purchase of an existing business? __ Yes __ No

II. JOBS

	Current <u>Employment</u>	Proposed <u>Employment</u>
Full Time Employees	_____	_____
Part-Time Employees	_____	_____

Targeted Income Group _____	Number	Location	Wage
Job Title			

II. MANAGEMENT (Proprietor, partners and stockholders with 20% or more ownership in business)

NAME	ADDRESS	% OWNED
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III. TOTAL PROJECT COST

Acquisition of Machinery and Equipment	\$ _____
Real Estate Acquisition	\$ _____
Renovation/Construction	\$ _____
Working Capital	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Total Project Cost	\$ _____

IV. PROPOSED FINANCING

Bank Loan	\$ _____	% of total _____%
RLF Direct Loan	\$ _____	% of total _____%
Applicant	\$ _____	% of total _____%
Other	\$ _____	% of total _____%
Other	\$ _____	% of total _____%
Total	\$ _____	

V. TIME FRAME (Month/Year)

Project Start-up: _____
Project Complete: _____
Job Creation Complete: _____

VI. EXHIBITS - Business Plan

1. Brief history and description of business (one page or less).
2. Detailed description of project and use of loan proceeds, including written estimates of proposed costs from suppliers, contractors, etc.
3. Personal resume of each owner and key management personnel (see attached exhibit).
4. Personal financial statement for each owner (see attached exhibit).
5. Business financial statements (past three years and current within 90 days).
6. Financial projections with assumptions.
7. Proof of other funds:
 - a. Letter from bank stating loan terms and conditions.
 - OR
 - b. Letter from bank stating bank account balance or copy of most recent monthly statement which shows sufficient match funds.
8. Release of Information
9. Schedule of business debt.
10. A description of security offered.

VII. APPLICANT'S CERTIFICATION

I/We certify that all information in this application and all information furnished in support of this application are true and complete to the best of my/our knowledge and belief. Verification may be obtained from any source named, and I/we agree to submit a personal credit check.

Signature

Date

Signature

Date

PERSONAL RESUME

Name

Present Residence Address:

From:_____ To:_____ Address
City State Zip

Home Telephone No. ()____ Business Telephone No. ()

Immediate Past Residence Address:

From:___To:___Address:
City State Zip

Date of Birth: _____Place of Birth:

Marital Status:_____Children:

Social Security No.:

Employment History

Dates Employed -- From:_____, To:

NAME OF COMPANY:

ADDRESS:

POSITION AND RESPONSIBILITIES:

Dates Employed -- From:_____, To:

NAME OF COMPANY:

ADDRESS:

POSITION AND RESPONSIBILITIES:

Education

Dates Enrolled -- From:_____, To:

NAME OF SCHOOL:

ADDRESS:

DEGREE RECEIVED:_____DATE GRADUATED:

Dates Enrolled -- From:_____, To:

NAME OF SCHOOL:

ADDRESS:

DEGREE RECEIVED:_____DATE GRADUATED:

Military Service

BRANCH:

Enlistment Dates -- From:_____, To:

Rank at Discharge:

Vietnam Veteran: Yes: _____ No:

Community Work/Affiliations

References will be furnished upon request.

Signature

Date

PERSONAL FINANCIAL STATEMENT

As of _____, 19 ____

Complete this form if (1) a sole proprietorship by the proprietor; (2) a partnership by each partner; (3) a corporation by each officer and each stockholder with 20% or more ownership; (4) any other person or entity providing a guaranty on the loan.

Name and Address, including Zip Code Name and Address of Applicant or Borrower,

Social Security No.

Business (of person submitting Statement)

Please answer all questions using "no" or "none" where necessary

ASSETS

Cash on Hand and in Banks \$ _____
Savings Account in Banks _____
U.S. Government Bonds _____
Accounts and Notes Receivable _____
Life Ins.-Cash Value Only _____
Other Stocks and Bonds _____
(Describe - Section 2) _____
Real Estate _____
(Describe - Section 3) _____
Automobile - Present Value _____
Other Personal Property _____
Other Assets _____
(Describe - Section 4) _____
Net Worth _____

Total \$ _____

LIABILITIES

Accounts Payable \$ _____
Notes Payable to Banks _____
Notes Payable to Others _____
Installment Acct (Auto) _____
Monthly Payments \$ _____
Installment Accts (Other) _____
Monthly Payments \$ _____
Loans on Life Insurance _____
(Describe - Section e) _____
Unpaid Taxes _____
Other Liabilities _____
(Describe - Section 5) _____
Total Liabilities _____

Total \$ _____

Section 1. Source of Income

Salary \$ _____
Net Investment Income _____
Real Estate Income _____
Other Income (Describe) _____

CONTINGENT LIABILITIES

As Endorser or Co-Maker \$ _____
Legal Claims & Judgments _____
Provision for Tax _____
Other Special Debt _____

Section 2. Other Stocks and Bonds: Give listed and unlisted Stocks and Bonds (use separate sheet if necessary)

Market Value				
No. of Shares	Names of Securities	Cost	Quotation	Amount

Section 3. Real Estate Owned. (List each parcel separately. Use supplemental sheets if necessary. Each sheet must be identified as a supplement to this statement and signed.) (Also advise whether property is covered by title insurance, abstract of title, or both.)

Title is in name of	Type of property
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Address of property (City and State)	Original Cost	\$_____
	Date Purchased	_____
	Present Market Value	\$_____
	Tax Assessment Value	\$_____

Name and Address of Holder of mortgage (City and State)	Date of mortgage	_____
	Original Amount	\$_____
	Balance	\$_____
	Maturity	_____
	Terms of Payment	_____

Status of Mortgage, i.e., current or delinquent. If delinquent, describe delinquencies.

Section 4. Other Assets. (Describe)

Section 5. Other Liabilities. (Describe in detail)

Signature

Signature

Date

RELEASE OF INFORMATION

To Whom It May Concern:

I/We hereby authorize you to release to _____
and/or _____ for verification purposes, information concerning:

- Employment history dates, title, income, hours worked, etc.
- Banking (checking and savings) accounts of record.
- Mortgage loan rating (opening date, high credit, payment amount, loan balance, and payment.
- Any information deemed necessary in connection with a consumer or business credit report for my loan application.

This information is for the confidential use of this lender, the RLF, in compiling a business loan credit report.

A photographic or carbon copy of this authorization, (being a photographic or carbon copy of the signature(s) of the undersigned), may be deemed to be the equivalent of the original and may be used as a duplicate original.

Your prompt reply will help to expedite my loan transaction.

Thank you:

Signature

Date _____ Social Security No.

Signature

Date _____ Social Security No.

LOAN ORIGINATION

PROJECT NAME:

DATE:

Date Required	Date Received
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GENERAL

Site visit

Application

Brief history of business

Description of project and loan proceeds (attach cost verification)

Release of information

Resume

Discussion with banker, status of account(s)

FINANCIAL INFORMATION

Historical financial statements -- three most recent years (with schedule of Cost of Sales and SGA)

Current financial statements (less than 60 days old)

Aging of accounts receivable (if required)

Aging of accounts payable (if required)

Proforma financial statements (two years)

Personal financial statements and resumes (proof of equity, guaranties, payroll and taxes)

Proforma cash flow analysis (w/c and start-ups)

Schedule of existing company debt

Collateral summary and collateral coverage calculation

Commitment from lender

REAL PROPERTY/EQUIPMENT

Appraisal

New vs. Existing

Market value vs. quick sale value

MISCELLANEOUS

RMA

Dun & Bradstreet

Personal Credit report

Business Credit Report

PROCESSING

Loan Report

Presentation to Loan Advisory Board

Commitment Letter

Closing

ORAL BOARD PRESENTATION FORMAT

Applicant Name: _____

Loan Officer Name: _____

Loan Meeting Date: _____

PROJECT DESCRIPTION AND BENEFITS TO COMPANY:

- . Name of company and type of business
- . Description of the project
- . How will this benefit the company?

PROJECT COSTS:

- . Elements of project and associated costs

PROPOSED FINANCING:

%	Source	Amount	Rate	Term	Interest	Principal	Debt Service
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Totals

HISTORY AND MANAGEMENT ABILITY:

- . Type of business -- more detail
- . When were they established?
- . By whom was the company started?
- . What is the current ownership of the company (in percentages)?

FINANCIAL DISCUSSION:

Profit and Loss Statement

- . What has their percentage of sales increase been? Give reasons.
- . Is the company profitable -- Operating Profit/Sales, EBT/Sales?
- . Is there discretionary cash flow?

Balance Sheet

- . What is the owner commitment to the company?
- . Has the company had a profitable operating history?

Cash Flow Analysis on Existing and Projected Cash Flow

- . Does the cash flow projection support the loan?
- . Have other new contracts been signed?
- . Do the projections seem reasonable for sales, billing, expenses and receipt of funds?

Discussion of Projections

COLLATERAL:

- . Amount of loan
- . How secured: mortgage(s), liens on what, etc.
- . Mortgages, liens subordinate to what?
- . Value of assets used for security
- . Net worth of guarantors

LOAN REPORT

_____RLF

LOAN ADVISORY BOARD

NAME OF COMPANY

1. DESCRIPTION OF THE PROJECT

- . Name of company and type of business
- . Description of the project
- . How will this benefit the company?
- . Type of business -- more detail
- . When were they established?

2. DESCRIPTION OF THE COMPANY AND PRINCIPALS

- . By whom was the company started?
- . What is the current ownership of the company (in percentages)?
- . What is their management experience?

3. FINANCING PROPOSAL (USE OF FUNDS)

USE	\$ COST
. Machinery and Equipment	\$
. Working Capital (Identify:_____)	\$
. Acquisition of Real Estate	\$
. Construction/Renovation	\$
. Other (Identify:_____)	\$
Total Project Cost	\$

Comments:

4. PROPOSED SOURCES OF FUNDS

	<u>\$ AMOUNT</u>	<u>%AMOUNT</u>	<u>RATE</u>	<u>TERM</u>	<u>ANNUAL D/S</u>
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RLF LOAN

Other Lender #1
(Identify_____)Other Lender #2
(Identify_____)

Borrower

Total	\$	100%	N/A	N/A	\$
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Comments: Attach comments as appropriate**5. JOB CREATION**

- Number of new jobs created and their description
- Number of existing jobs and their description
- Number of jobs available to persons from the targeted income group

6. CASH FLOW ANALYSIS AND COVERAGEADJUSTED EXISTING CASH FLOW

Last year's EBT	\$_____
+ Depreciation	\$_____
+ Savings in Rent, Officer	
Comp, Other	\$_____
- Principal Payments	\$(_____)
(Existing Debt)	
- Increase in Occupancy	
Costs	\$(_____)
- Increase in R.E. tax	\$(_____)
- Other New Expenses	\$(_____)

Adj. Existing CF	\$ _____
Proposed Debt Service	\$ _____
(From Section 4 above)	
Coverage Ratio	_____
(CF÷DS)	

PROJECTED CASH FLOW

Projected EBT	\$_____
+ Projected Depr.	\$_____
+ New Int. Exp.	\$_____
- Princ. Pmt.	\$(_____)
(Existing Debt)	

Projected CF	\$ _____
Proposed Debt Service	\$ _____
Coverage Ratio	_____
(CF÷DS)	

Comments

7. **COLLATERAL VALUE**

TYPE AND APPRAISED
VALUE OF COLLATERAL

VALUATION FORMULA
AND COLLATERAL VALUE

COMMERCIAL REAL ESTATE

Appraised Value \$ _____

80% of Appraised Value \$ _____
- Preceding Lien \$(_____)
Collateral Value \$ _____

RESIDENTIAL REAL ESTATE

Appraised Value \$ _____

90% of Appraised Value \$ _____
- Preceding Lien \$(_____)
Collateral Value \$ _____

UNLIENED MACHINERY & EQUIPMENT

Appraised Value \$ _____

75% of Appraised Value \$ _____
- Preceding Lien \$(_____)
Collateral Value \$ _____

UNLIENED RECEIVABLES AND INVENTORY

Book Value

____% of Book Value \$ _____

TOTAL COLLATERAL VALUE \$ _____
RLF LOAN \$ _____

Coverage Ratio (Collateral value ÷ RLF Loan) : ____:1

- . How secured: mortgage(s), liens on what, etc.
- . Mortgages, liens subordinate to what?
- . Value of assets used for security
- . Net worth of guarantors

8. **GUARANTORS**

NAME

ANNUAL INCOME

NET WORTH

9. COMMENTS ON FINANCIAL CONDITION OF COMPANY

Profit and Loss Statement

- . What has their percentage of sales increase been?
- . What is COGS to Sales? What is the trend? How does it compare to the industry?
- . What is SGA to Sales? What is the trend? How does it compare to the industry? Can the company support its overhead?
- . Is the company profitable -- Operating Profit/Sales, EBT/Sales?
- . Is there discretionary cash flow?

Balance Sheet

- . What is their debt-to-equity ratio? How does it compare to industry averages? What is the trend and why?
- . Does the company have long-term debt? What was it used to finance? What are the terms and collateral?
- . What is the current ratio? How does it compare to industry?
- . Does the company collect?
- . Does the company pay?
- . What are the days inventory? What is the trend?
- . What is the owner commitment to the company?
- . Has the company had a profitable operating history?

Cash Flow Analysis on Existing and Projected Cash Flow

- . Does the cash flow projection support the loan?
- . Do the projections seem reasonable for billing, expenses and receipt of funds?

10. RECOMMENDATION

11. ATTACHMENTS

- . Proposed Term Sheet
- . Company Financials
(including three year projection)
- . Spread Sheets
- . Personal Financials

SIGNATURE: _____
Person making recommendation

PROPOSED TERM SHEET

NAME OF COMPANY_____

LOAN

- . AMOUNT:
- . RATE:
- . TERM:
- . PURPOSE:
- . DRAW DOWNS:
- . REPAYMENT:

COLLATERAL AND GUARANTEES

COVENANTS AND CONDITIONS

- . Hazard insurance
- . Life insurance
- . No additional borrowing without RLF approval
- . Financial reports
- . Commitment and mortgage not assignable
- . Limit on owners salary, draw, dividends
- . Borrower equity expended prior to RLF disbursement
- . Satisfactory appraisal (if needed)
- . Evidence of commitment of other funds

Date

Name
Address
City, State Zip

Re: Loan by the RLF to _____

Dear Mr./Ms. _____:

Subject to the conditions outlined below, the Loan Advisory Board for the _____ Revolving Loan Fund ("RLF") and the _____, has approved and is herein issuing a commitment to loan to _____ ("Borrower") the sum of \$_____ for the purpose of _____ subject to the terms herein described.

I. LOAN TERMS

- (A) Loan Amount: The Loan from RLF to Borrower shall be in the amount of \$_____
- (B) Interest Rate: The Loan shall bear interest at a rate of _____
- (C) Term: The Loan shall be due and payable _____ months after the initial advance by the RLF, or on demand.
- (D) Payments: Borrower shall make on the first day of each month equal monthly principal payments and payments of accrued interest at the interest rate set forth above on all sums advanced.
- (E) Collateral: Borrower shall execute and deliver to the RLF a Security Agreement granting the RLF an interest in all of Borrower's non-real assets and a deed of trust on the real property located at _____. The loan shall also be secured by the personal guaranties of _____ ("Guarantors"), and an environmental indemnity agreement executed by Borrower and Guarantors.
- (F) Repayment: The loan may be prepaid, prior to maturity, without penalty.

II. BORROWER INFORMATION

- (A) Name of Borrower:
- (B) Names of other individuals, partnerships, corporations or trusts interested in the premises, beneficially or otherwise:
- (c) Name of borrowing entity which shall execute loan documents (i.e., name of land trust, corporation, partnership or individuals):

III. LOAN DOCUMENTS

The following documents, executed by Borrower (unless otherwise indicated) shall evidence and secure the Loan ("Loan Documents").

- (A) Note payable to _____ in the full amount of the Loan;
- (B) Security Agreement covering all Business Assets;
- (C) Deed of Trust conveying the property at _____;
- (D) Guaranties executed by Guarantors;
- (E) Environmental Indemnity Agreement executed by Borrower and Guarantors; and
- (F) All such documents as the RLF shall reasonably request from time to time to effectuate the purposes set forth herein.

IV. ORIGINATION FEE, EXIT FEE, ATTORNEY'S FEES, CONSULTING ARCHITECT FEES, AND OTHER COSTS AND EXPENSES

Borrower shall pay to the RLF all the RLF's attorney's fees, and any other costs and expenses incurred by the RLF;

V. MISCELLANEOUS TERMS AND CONDITIONS OF THE PARTICIPATION

- (A) Interpretation: All of Borrower's and Guarantor's representations and agreements and all other terms and conditions contained in this Commitment Letter are material conditions of the closing of the Loan, making the initial disbursement of the Loan proceeds and the making of subsequent advances thereof, and are established for the protection of the RLF. The RLF may, at its sole discretion and option, waive any such conditions, and the RLF shall have no liability for failing to enforce any such conditions.
- (B) Assignments: Borrower's interest in the Loan is not assignable or transferable.
- (C) Governing Law: All terms and conditions of this commitment, the Note, and all Loan Documents shall be governed pursuant to the laws of the State of California.
- (D) Notices: Any and all notices required or agreed to be given pursuant to the Loan shall be sufficient if in writing and mailed by United States certified or registered mail, postage prepaid, addressed to the RLF and the Borrower as follows:

If to Borrower, at:

If to the RLF, at:

Attention:

All notices shall be deemed to have been received three (3) days following the post mark dates thereof.

- (E) Entire Agreement: This Commitment Letter shall constitute the entire agreement of the parties, and may not be altered or amended, except by an agreement in writing signed by the parties hereto.
- (F) Publicizing Making of this Loan: The RLF shall have the right to publicize this participation.
- (G) Litigation and Financial Condition: The Borrower and Guarantor hereby warrant that there are no actions, suits, proceedings or investigations pending at law or in equity or before any federal, state, territorial, municipal or other government department, commission board, bureau, agency, courts, or instrumentality or in the knowledge of the Borrower threatened against or affecting the Borrower or Guarantor. The Borrower further warrants that to the best of its knowledge, it is not in violation of, or in default with respect to any term or provision or any mortgage, Deed of Trust, indenture, contract, or instrument applicable to the Borrower or Guarantor or by which it is bound. If any material written representation or warranty contained herein or any material written representation to the RLF concerning the financial condition or credit standing of the Borrower or Guarantor proves to be false or misleading, or determines that its position in the participation contemplated herein is threatened by reason of an adverse change in the financial condition or credit standing of the Borrower or Guarantor, the RLF's obligation to fund said Loan herein will be canceled and the RLF may retain any payments made by the Borrower or Guarantor.
- (H) Governmental Action: The RLF's obligation to fund the Loan described herein is contingent upon the absence on the date of closing of any statute, rule, regulation, executive order or other constraint which would prohibit the RLF from participating in said Loan contemplated herein to the Borrower named herein. In the event of an enactment of any such statute, rule, regulation, executive order or other constraint, the RLF shall be released from its obligation hereunder, and the RLF hereby agrees to return to Borrower the Good Faith Deposit paid to the RLF by Borrower, less those costs or expenses incurred in the closing of this Loan.
- (I) Commitment Termination: The RLF may terminate this Commitment by written notice or telegraphic notice to Borrower in the event that:
 - 1) Borrower and/or Guarantor shall fail to comply with any term or condition herewith provided, or
 - 2) Borrower and/or either Guarantor shall

- i) apply for consent to the appointment of a receiver, trustee or liquidator for it or them or for any of its or their property;
 - ii) admit in writing an inability to pay its or their debts as they mature;
 - iii) make a general assignment for the benefit of creditors;
 - iv) be adjudicated as bankrupt or insolvent;
 - v) file a Voluntary Petition in bankruptcy, or a Petition or Answer seeking reorganization or any arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an Answer admitting the material allegations of a Petition filed against it or them in any proceeding under such law; or
- 3) any representation, warranty, statement, certificate, schedule or report made in connection herewith to the RLF by Borrower and/or Guarantors is false or misleading in any material respect as of the date made or furnished; or
- 4) Any of the property shall be materially damaged by fire or other casualty; provided, however, that the RLF will not terminate this agreement by reason of any such casualty if provision satisfactory to the RLF shall have been made:
 - i) to repair the damage resulting therefrom, and
 - ii) for the performance of Borrower's obligation and this provision will be incorporated in the Loan documents as providing a basis for acceleration of the maturity of the Loan; or
- 5) Borrower shall fail to provide to the RLF an equipment appraisal, a real estate appraisal, and an environmental audit satisfactory to the RLF.
- (J) The RLF requires Borrower and Guarantor provide annual financial statements within 120 days of close of its business year. This must be prepared by an independent accountant acceptable to RLF.
- (K) RLF requires Borrower to submit monthly financial statements and other financial information as requested. These are due no later than 30 days following the end of each month.
- (L) BORROWER agrees to maintain the level of its work force at ____ employees and create at least ____ additional permanent full-time equivalent employees. Borrower warrants that 51% of its new jobs will be made available to persons from the targeted income group. The RLF shall have the right to monitor Borrower's compliance with this provision, and shall have the right to demand payment in full on all the sums advanced by the RLF to Borrower if Borrower fails to comply with this provision.
- (M) RLF requires Borrower and Guarantor to provide information regarding its employees as requested.
- (N) The RLF requires the right to inspect the property given as collateral at its discretion within 24 hours notice in writing delivered to Borrower.

- (O) The RLF requires that Borrower make all information requested regarding the operations of Borrower available to representatives of RLF upon request.
- (P) Borrower agrees to maintain its place of business in _____, California as defined on the map in Exhibit "D".
- (Q) Borrower agrees to maintain appropriate insurance in an amount equal to the amount of the Loan on all collateral securing said Loan, naming the RLF as an additional insured.

To constitute a contract between the parties hereto, one copy of this Commitment must be properly executed and returned to the RLF no later than thirty days, otherwise this Commitment will, at the RLF's option, become null and void. If the loan referenced herein is not closed within six months of the date hereof, this commitment shall be null and void.

_____ RLF

By:

Title:

Borrower and Guarantor hereby accept this Agreement and agree to fulfill the terms and conditions hereof and to consummate the Loan transaction herein provided for within the time limits herein set forth.

Borrower,

By:

Title:

Guarantor

DENIAL LETTER

Date:

Name
Address
Anytown, California

Re: RLF Loan

Dear

At its _____ meeting, the Loan Advisory Board (LAB) of the _____ RLF denied your request for a loan. The reasons for denial include the following:

1. Ineligible use of proceeds.
2. Concerns about adequacy of cash flow available to repay the loan.
3. Prior credit concerns of the company or the principals.
4. Insufficient equity in the project.
5. Outside of RLF boundaries.
6. Ineligible business type.
7. Failure of owner to subordinate notes.
8. Insufficient job creation for targeted income persons.
9. Insufficient documentation of sales or market share.

Please feel free to contact _____, if you would like further information. We also suggest that you contact the _____ for technical assistance in _____.

Very truly yours,

/abc

cc: